

Signed Agreement and Financial Summary

**OCCUPANCY AGREEMENT**  
**Between**  
**DEPARTMENT OF HEALTH & HUMAN SERVICES (7500)**  
**And**  
**GENERAL SERVICES ADMINISTRATION**

ADC00298	Draft	Version:	19	Date Last Modified:	26-Feb-2009
DC0034	DC0052978			Extension of Term	

DEPARTMENT OF HEALTH & HUMAN SERVICES (Code 7500) will occupy 165,754.00 usable ( 252,399.70 rentable) square feet of space and 0 structured parking spaces and 43 surface parking spaces at WILBUR J COHEN BLDG (DC0034) located at 330 INDEP AVE SW, WASHINGTON, DC, for a period of 60 months commencing on or about 03/15/2009.

The agency share of Joint Use Spaces is 10,839.84 rentable square feet.

DEPARTMENT OF HEALTH & HUMAN SERVICES (Code 7500) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost and parking escalations.

DEPARTMENT OF HEALTH & HUMAN SERVICES (Code 7500) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

**Mandatory Clauses**

**Federal Specific Mandatory Clauses**

**Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

**Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

**Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

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### **Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. Regardless of the OA term, the shell rate or "as is" rate is set for periods up to but not beyond five (5) years. For OAs with terms beyond 5 years, the shell or "as is" rent will be re-appraised every 5 years. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

### **Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

### **Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled in the case of leased space by the granting of an occupancy permit by the proper authority and/or by PBS's acceptance of the space as substantially complete in accordance with the lease. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized

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representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in this lease must function and Lessor-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences.

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Occupancy Agreement (OA) incrementally. In the case of phased occupancy with separate OAs (example, different Agency/Bureau codes), the rent start date for each OA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Lessor while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above "substantially complete" and "operationally functional" requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the lease contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

#### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are not binding on either party; they are estimates for budgeting purposes. Accordingly, tenant agency signature on preliminary OAs does not bind the agency to the specific financial terms in the OA; rather, execution by the tenant agency constitutes that agency's commitment to the project. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

#### **PBS Services**

The services that PBS provides may be found in the March 2002 edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

#### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS

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cannot accept payments below the allowance threshold by RWA.

#### Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

#### Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

#### Other Mandatory Clauses

##### JU Space Details

The agency share of Joint Use Spaces is 10,839.84 rentable square feet, \$350,379.42 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
WILBUR J COHEN BLDG (DC0034), 330 INDEP AVE SW	10,839.84	\$350,379.42

#### Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

#### Regional Mandatory Clauses

##### Building Service Hours

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Core hours of building service hours will be from 7:00 AM to 5:00 PM Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

**Final OA**

This OA represents the final terms of occupancy.

**Optional Clauses**

**National Capital Optional**

**ZZZ - Portfolio Signature Block**

Approved:

(b) (6)

*Asst Mgr. 5/4/09*

NCR Portfolio Representative Title Date

**Ad Hoc Clauses**

**Appraisal Basis DC0034 (ADC00298 FY09)**

The rates in this OA are based on an FY 2009 appraisal and are valid through March 14, 2014 at which time a new version of this OA will be presented reflecting FY 2014 appraisal rates.

**Capital Improvement Initiative**

This building may be accepted as part of GSA's Capital Improvement initiative. As a result, if the project begins prior to the expiration of this Occupancy Agreement (OA), the Agency will be required to vacate the space and this OA will be revised. The tenant will receive 24 months notice of early termination of this OA. This will not be considered a forced move.

**Spacial Data Management**

The building covered by this Occupancy Agreement (OA) may be selected for remeasurement in order to ensure compliance with PBS application of the ANSI/BOMA measurement standard. As a result of this re-measurement, tenants may experience a one-time change in square footage, rental rates (due to a change in the building's rentable/usable factor), and the overall rent bill. A new version of this OA will then be presented with the updated measurements and rent rates (based on a revised rentable/usable factor). Tenants will be notified prior to this change being implemented and will be given proper time to budget for any rental increase or decrease.

**Wilbur J. Cohen Parking**

The allocation of parking spaces in the Wilbur J. Cohen Building is currently under review and the agency will receive a new updated OA generating a different version number and the corrected allocation at a subsequent time.

I agree to the initial terms with the understanding modifications will be made over time.

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OA # (ADC00298) OA Status (~~Draft~~) Version (19) Loc Code (DC0034)

Approved

Approved

Agency Representative (b) (6)

GSA Representative (b) (6)

Title (b) (6)

Title ACTING DIRECTOR, METROPOLITAN

Date 03/27/2009

Date 04/15/2009

OA # (ADC00298) OA Status (Draft) Version (19) Loc Code (DC0034)

Continuing Occupancy per FY09

Appraisal rate

ADC00298

7500

DC0052978

OA Start Date:

OA End Date:

Draft

DEPARTMENT OF HEALTH & HUMAN  
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DC0034

15-Mar-2009

14-Mar-2014

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Version: 19

Date Last Modified: 03-Mar-2009

Extension of Term

Fiscal Year: 2009 Partial

Period: 15-Mar-2009 to 30-Sep-2009

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate			
a. General	252,400	\$3,365,750	\$22.860000000
3. Operating Costs ##	252,400	\$942,292	\$6.400000000
A. Market Rent SubTotal	252,400	\$4,308,042	\$29.260000000
7. Security Services			
c. Building Specific Amortized Capital	263,240	\$2,950	\$0.019210000
9. Parking			
b. Surface (number of spaces) #####	43	\$43,118	\$1,719.000000000
B. Agency Rent SubTotal	252,400	\$46,068	\$0.312891939
12. Pro-Rata Joint Use Charges			
a. Building Amenities	10,840	\$204,388	\$32.323296971
C. Joint Use SubTotal		\$204,388	
D. Total Annual Rent (A+B+C)	252,400	\$4,558,498	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$4,558,498	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$4,558,498	
J. LUMP SUM ITEMS			

##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	124
		PBS Fee is	0%

##### Surface Parking Escalation Applies

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Version: 19

Date Last Modified: 03-Mar-2009

Extension of Term

Fiscal Year: 2010

Period: 01-Oct-2009 to 30-Sep-2010

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate			
a. General	252,400	\$5,769,857	\$22.860000000
3. Operating Costs ##	252,400	\$1,646,454	\$6.523200000
A. Market Rent SubTotal	252,400	\$7,416,311	\$29.383200000
7. Security Services			
c. Building Specific Amortized Capital	263,240	\$5,057	\$0.019210000
9. Parking			
b. Surface (number of spaces) #####	43	\$76,135	\$1,770.570000000
B. Agency Rent SubTotal	252,400	\$81,191	\$0.321677647
12. Pro-Rata Joint Use Charges			
a. Building Amenities	10,840	\$357,737	\$33.002086208
C. Joint Use SubTotal		\$357,737	
D. Total Annual Rent (A+B+C)	252,400	\$7,855,240	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$7,855,240	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$7,855,240	
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	124
		PBS Fee is	0%

##### Surface Parking Escalation Applies

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OA # (ADC00298) OA Status (Draft) Version (19) Loc Code (DC0034)

Continuing Occupancy per FY09

Appraisal rate

ADC00298

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Extension of Term

Fiscal Year: 2011

Period: 01-Oct-2010 to 30-Sep-2011

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate			
a. General	252,400	\$5,769,857	\$22.860000000
3. Operating Costs ##	252,400	\$1,681,029	\$6.660187200
A. Market Rent SubTotal	252,400	\$7,450,886	\$29.520187200
7. Security Services			
c. Building Specific Amortized Capital	263,240	\$5,057	\$0.019210000
9. Parking			
b. Surface (number of spaces) #####	43	\$78,419	\$1,823.687100000
B. Agency Rent SubTotal	252,400	\$83,475	\$0.330726926
12. Pro-Rata Joint Use Charges			
a. Building Amenities	10,840	\$365,250	\$33.695130018
C. Joint Use SubTotal		\$365,250	
D. Total Annual Rent (A+B+C)	252,400	\$7,899,612	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$7,899,612	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$7,899,612	
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	124
		PBS Fee is	0%

##### Surface Parking Escalation Applies

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OA # (ADC00298) OA Status (Draft) Version (19) Loc Code (DC0034)

Continuing Occupancy per FY09  
Appraisal rate  
ADC00298

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OA Start Date:

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Date Last Modified: 03-Mar-2009

Extension of Term

Fiscal Year: 2012

Period: 01-Oct-2011 to 30-Sep-2012

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate			
a. General	252,400	\$5,769,857	\$22.860000000
3. Operating Costs ##	252,400	\$1,716,331	\$6.800051131
A. Market Rent SubTotal	252,400	\$7,486,188	\$29.660051131
7. Security Services			
c. Building Specific Amortized Capital	263,240	\$5,057	\$0.019210000
9. Parking			
b. Surface (number of spaces) #####	43	\$80,771	\$1,878.397713000
B. Agency Rent SubTotal	252,400	\$85,828	\$0.340047683
12. Pro-Rata Joint Use Charges			
a. Building Amenities	10,840	\$372,920	\$34.402727749
C. Joint Use SubTotal		\$372,920	
D. Total Annual Rent (A+B+C)	252,400	\$7,944,936	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$7,944,936	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$7,944,936	
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	124
		PBS Fee is	0%
#####	Surface Parking Escalation Applies		

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OA # (ADC00298) OA Status (~~Draft~~) Version (19) Loc Code (DC0034)

Continuing Occupancy per FY09

Appraisal rate

ADC00298

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OA Start Date:

OA End Date:

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Date Last Modified: 03-Mar-2009

Extension of Term

Fiscal Year: 2013

Period: 01-Oct-2012 to 30-Sep-2013

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate			
a. General	252,400	\$5,769,857	\$22.860000000
3. Operating Costs ##	252,400	\$1,752,374	\$6.942852205
A. Market Rent SubTotal	252,400	\$7,522,231	\$29.802852205
7. Security Services			
c. Building Specific Amortized Capital	263,240	\$5,057	\$0.019210000
9. Parking			
b. Surface (number of spaces) #####	43	\$83,194	\$1,934.749644390
B. Agency Rent SubTotal	252,400	\$88,251	\$0.349648063
12. Pro-Rata Joint Use Charges			
a. Building Amenities	10,840	\$380,751	\$35.125185031
C. Joint Use SubTotal		\$380,751	
D. Total Annual Rent (A+B+C)	252,400	\$7,991,233	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$7,991,233	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$7,991,233	
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	124
		PBS Fee is	0%
#####	Surface Parking Escalation Applies		

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Continuing Occupancy per FY09

Appraisal rate

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Fiscal Year: 2014 Partial

Period: 01-Oct-2013 to 14-Mar-2014

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate			
a. General	252,400	\$2,404,107	\$22.860000000
3. Operating Costs ##	252,400	\$743,697	\$7.071612908
A. Market Rent SubTotal	252,400	\$3,147,804	\$29.931612908
7. Security Services			
c. Building Specific Amortized Capital	263,240	\$2,107	\$0.019210000
9. Parking			
b. Surface (number of spaces) #####	43	\$35,704	\$1,992.792133722
B. Agency Rent SubTotal	252,400	\$37,811	\$0.359536455
12. Pro-Rata Joint Use Charges			
a. Building Amenities	10,840	\$161,978	\$35.862813917
C. Joint Use SubTotal		\$161,978	
D. Total Annual Rent (A+B+C)	252,400	\$3,347,593	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$3,347,593	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
L. Total PBS Bill (F+G+H)		\$3,347,593	
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	124
		PBS Fee is	0%

##### Surface Parking Escalation Applies

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